

## **Annual Fuel Purchasing Agreement**

**This Agreement**, made the 13<sup>th</sup> day of January, in the year Two Thousand and Twenty Five, between the Town Board of the Town of Pendleton, a municipality having its offices at 6570 Campbell Boulevard, Lockport, New York, hereinafter called "Town", party of the first part, and Wendelville Fire Co. Inc, a New York corporation having its principal place of business at 7340 Campbell Boulevard, Lockport, New York, hereinafter called "Wendelville", party of the second part:

### **WITNESSETH:**

**WHEREAS**, the party of the first part has its own supply of fuel, it is in the best interest of the parties to have the party of the first part provide fuel to the party of the second part at the cost of the party of the first part. It is understood that the party of the second part has a contract with the party of the first part for yearly services and it is in the best interest of the party of the first part to assist the party of the second part in obtaining fuel as inexpensively as possible.

**NOW, THEREFORE**, it is understood and agreed as follows:

1. The party of the first part, through its Highway Superintendent, and the party of the second part, through its Chief and other officers, will make arrangements to provide fuel for the party of the second part. The party of the second part agrees to pay on a monthly basis for all fuel used during the previous monthly period.
2. This agreement shall continue for a period of one year from the date hereof and will terminate after one year, if both parties have not renewed the contract.

**IN WITNESS WHEREOF**, the parties have duly executed and delivered this Agreement the day and year above written.

**In Presence of:**

**Wendelville Fire Co.Inc.**

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*Secretary, Wendelville Fire Co., Inc.*

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*President, Wendelville Fire Co., Inc.*

**In Presence of:**

**Town of Pendleton, Niagara County, NY**

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*Town Clerk, Town of Pendleton*

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*Supervisor, Town of Pendleton*